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Counsel for the Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

THE ROMAN CATHOLIC ARCHBISHOP OF
SAN FRANCISCO,

Debtor and Debtor in Possession.

Case No.: 23-30564

Chapter 11

**DECLARATION OF TIMOTHY W.
BURNS IN SUPPORT OF APPLICATION
OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR ORDER
APPROVING EMPLOYMENT OF BURNS
BAIR LLP AS SPECIAL INSURANCE
COUNSEL TO THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS**

I, Timothy W. Burns, declare under penalty of perjury as follows:

1. I am a partner of the law firm Burns Bair LLP ("Burns Bair"), proposed special insurance counsel to the Official Committee of Unsecured Creditors (the "Committee") of The Roman Catholic Archbishop of San Francisco (the "Debtor").

2. I submit this declaration in support of the *Application of the Official Committee of Unsecured Creditors to Retain and Employ Burns Bair LLP as Special Insurance Counsel Effective as of October 19, 2023* (the "Application")¹.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

1 3. The facts set forth in this declaration are personally known to me, and, if called as a
2 witness, I could and would competently testify thereto. To the extent any information disclosed
3 herein requires subsequent amendment and/or modification, Burns Bair will use reasonable efforts to
4 file a supplemental declaration reflecting such amended and/or modified information.

5 4. On October 19, 2023, the Committee selected Burns Bair as special insurance
6 counsel, subject to approval of this Court.

7 5. Burns Bair is a law firm with considerable experience in high-stakes insurance
8 litigation, as well as domestic and international insurance arbitration. Burns Bair has experience
9 advising and working in concert with other attorneys to navigate discrete insurance issues in the
10 context of complex litigation proceedings. Burns Bair has successfully recovered substantial
11 insurance proceeds in other actions involving insurance disputes arising from sexual abuse
12 allegations involving Catholic dioceses.

13 6. Currently, Burns Bair serves as special insurance counsel in various diocesan matters,
14 including the Roman Catholic Diocese of Rockville Centre, New York bankruptcy, Case No. 20-
15 12345; the Roman Catholic Diocese of Syracuse, New York bankruptcy, Case No. 20-30663; the
16 Diocese of Rochester, New York bankruptcy, Case No. 19-02021; the Roman Catholic Bishop of
17 Oakland, California bankruptcy, Case No. 23-40523; the Roman Catholic Bishop of Santa Rosa,
18 California bankruptcy, Case No. 23-10113; and the Roman Catholic Diocese of Albany, New York
19 bankruptcy, Case No. 12-10244, among other representative matters.

20 7. Burns Bair has worked with prominent experts to produce persuasive reports on
21 industry custom and practice regarding bad faith, claims handling, and liability coverage in abuse
22 cases. Burns Bair has also briefed and argued numerous legal issues surrounding coverage for
23 sexual abuse claims, including lost policies, the number of occurrences, the expected or intended
24 exclusion, annualization of policy limits, waiver/estoppel, and many others.

25 8. Burns Bair will carefully coordinate all of its tasks to achieve case efficiencies and
26 avoid duplication of efforts. Indeed, lead counsel for the Committee, Pachulski Stang Ziehl & Jones
27 LLP, and Burns Bair have carefully planned their work streams to avoid any duplication of work and
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1 the firms will work proactively to make certain that their scope of work does not bleed into one
2 another.

3 9. Burns Bair's current customary rates, subject to change from time to time, are:

- 4 a. Partners: \$900 to \$1120;
5 b. Associates: \$550; and
6 c. Paraprofessionals: \$340.

7 10. These rates are the normal billing rates charged by Burns Bair in both bankruptcy and
8 non-bankruptcy matters, to both debtor and non-debtor clients. Burns Bair's hourly rates are
9 comparable to those charged by attorneys of similar experience for engagements of scope and
10 complexity similar to this Chapter 11 Case. Burns Bair will also seek reimbursement of actual and
11 necessary out-of-pocket expenses in accordance with regular Firm policies. For these reasons, Burns
12 Bair's rates are reasonable.

13 11. The attorneys and legal professionals who Burns Bair anticipates will or may work on
14 this matter, and their current hourly rates, are as follows:

Professional	Hourly Rate
Timothy Burns	\$1120
Jesse Bair	\$900
Nathan Kuenzi	\$550
Brian Cawley	\$550
Karin Jonch-Clausen	\$550
Paralegals	\$340

15 12. Burns Bair will maintain detailed, contemporaneous time records in six-minute
16 intervals and apply to this Court for payment of compensation and reimbursement of expenses in
17 accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local
18 Bankruptcy Rules, the Local Guidelines, the Fee Guidelines, and any additional procedures that may
19 be established by the Court in this Chapter 11 Case. Burns Bair has agreed to accept as
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1 compensation and reimbursement such sums as may be allowed by the Court. Burns Bair
2 understands that interim and final fee awards are subject to approval by this Court.

3 13. Burns Bair has made the following investigation of disinterestedness prior to
4 submitting this Declaration. Burns Bair has undertaken a full and thorough review of its computer
5 database, which contains the names of clients and other parties interested in particular matters. The
6 Firm requires all of its professionals, before accepting the representation of a new client, or the
7 representation of an existing client in a new matter, to perform a conflicts check through the Firm's
8 database and to enter conflict information regarding new clients or new matters into that database.
9 Thus, a review of said computerized database should reveal any and all actual or potential conflicts
10 of interest with respect to any given representation. In particular, an employee of the Firm, under
11 my supervision, entered the name of the Debtor, the creditors of the Debtor as disclosed by it in
12 filings with the Court, counsel to the creditors of the Debtor as disclosed by the Debtor's in Court
13 filings, and the U.S. Trustee through the Firm's database.

14 14. Other than as described below and with the exceptions of the representations noted in
15 **Schedule 1** after diligent inquiry, I have ascertained (a) no connection, as such term is used in
16 section 101(14)(C) of the Bankruptcy Code, as modified by section 1107(b) and Bankruptcy Rule
17 2014(a), between Burns Bair and any party in interest in this Chapter 11 Case, including with the
18 Debtor, its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee or any
19 other party with an actual or potential interest in this Chapter 11 Case or their respective attorneys or
20 accountants; (b) Burns Bair is not a creditor, equity security holder, or insider of the Debtor; (c) none
21 of Burns Bair's lawyers is, or was within two years of the Petition Date, a director, officer, or
22 employee of the Debtor; and (d) Burns Bair neither holds nor represents an interest adverse to the
23 Debtor, its estate, or any class of creditors by reason of any direct or indirect relationship to,
24 connection with, or interest in the Debtor, or for any other reason.

25 15. Certain Committee members are represented by attorneys who represent committee
26 members in the chapter 11 cases filed by the Roman Catholic Diocese of Rockville Centre, New
27 York, the Diocese of Rochester, New York, the Diocese of Syracuse, New York, the Diocese of
28 Albany, New York, the Bishop of Oakland, California, and the Bishop of Santa Rosa, California,

1 where Burns Bair serves as special insurance counsel. Those law firms are: Jeff Anderson &
2 Associates, PA, Pfau Cochran Vertetis Amala PLLC, Herman Law, Manly Stewart Finaldi,
3 Horowitz Law, Joseph George Jr Law, Zalkin Law, and Slater Slater Schulman LLP.

4 16. In addition, Burns Bair has represented, represents, and in the future will likely
5 represent debtors and creditors' committees in cases unrelated to the Debtor and this proceeding
6 wherein one or more of the firms representing the members of the Committee or other parties in
7 interest serve as or will serve as professionals to committee members.

8 17. Burns Bair did not provide the Committee or any informal group of creditors of the
9 Debtor with legal services prior to the Selection Date. Accordingly, Burns Bair has not received any
10 prepetition compensation from the Committee or from any of its members.

11 18. Burns Bair will conduct an ongoing review of its files to ensure that no disqualifying
12 circumstances arise. If any new relevant facts or relationships are discovered, I will supplement this
13 Declaration to the Court.

14 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and
15 correct.

16 Dated: Madison, Wisconsin

17 November 17, 2023

18 /s/ Timothy W. Burns
19 Timothy W. Burn
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Schedule 1
Disclosures

INDIVIDUAL OR ENTITY	RELATION TO DEBTOR	RELATIONSHIP TO BURNS BAIR
Jeff Anderson & Associates, P.A.	Counsel to Committee Members	<p>Jeff Anderson & Associates, P.A. was co-counsel with Burns Bair in the matter captioned <i>The Congregation of Christian Brothers of Hawaii, Inc. d/b/a/ Damien Memorial School v. First Insurance Company of Hawaii, Ltd.</i> Civil No. 16-1-0164-01 (JPC), pending in the Circuit Court of the First Circuit, State of Hawaii.</p> <p>Jeff Anderson & Associates, P.A. is currently co-counsel with Burns Bair in the matter captioned <i>IG Insurance Company v. Missionary Oblates of Mary Immaculate</i>, Civil No. 20-cv-02261, pending in the US District Court for the District of Minnesota.</p> <p>Jeff Anderson & Associates, P.A. is also co-counsel with Burns Bair on behalf of certain sexual abuse survivors who have claims pending in the bankruptcy of the Diocese of Camden, New Jersey, Case No. 20-21257, pending in the US Bankruptcy Court for the District of New Jersey.</p>
Herman Law	Counsel to Committee Members	Client of the firm in matters unrelated to this Chapter 11 Case.